



DATA GENERAL  
CORPORATION

Southboro,  
Massachusetts 01772  
(617) 485-9100

Nov 71

O.E.M. Blanket QUANTITY and CUMULATIVE

DISCOUNT AGREEMENTS

with

\_\_\_\_\_  
BUYER

Effective Period \_\_\_\_\_ 19\_\_ through \_\_\_\_\_ 19\_\_

This is an agreement between the O.E.M. BUYER and Data General Corporation (DGC) for the purchase of DGC products listed on Form 104 for scheduled delivery during the effective period of the agreement. The prices are governed by Data General Corporation's most recent price list, dated \_\_\_\_\_.

Under this O.E.M. AGREEMENT, the O.E.M. BUYER agrees to revise the items "DOCUMENTATION AND TRAINING," "CANCELLATION" and "WARRANTY" in DGC's Standard Terms and Conditions (Form 100) as follows:

"DOCUMENTATION AND TRAINING - DGC will supply one complete set of documentation including operator's instructions, diagnostic and basic software and maintenance manual upon delivery of the first system ordered under this agreement. Availability of certain software is dependent upon the execution, by the BUYER, of a Program License Agreement furnished by DGC. DGC will periodically notify BUYER of changes in software and documentation. DGC agrees to sell revised software and documentation, relevant to BUYER's systems, to the BUYER. The first system ordered under this agreement will entitle BUYER to two man-weeks of course instruction in programming and maintenance.

DGC agrees to sell, to the BUYER, additional sets of documentation and software, relevant to BUYER's subsequent systems, at the then prevailing list prices for these items. BUYER agrees to execute additional Program License Agreements for DGC software that is available only under license from DGC.

DGC agrees to sell, to the BUYER, additional training courses at the then prevailing list prices."

"CANCELLATION - BUYER shall be liable for the payment of reasonable cancellation charges, which shall not exceed the unit retail list prices of the items cancelled and shall include, among other things, expenses already incurred by DGC, actual liabilities against commitments incident to the order involved, and properly allowable indirect charges as well as a reasonable profit.

In the event BUYER cancels released equipment within thirty (30) days from the scheduled delivery date, the cancellation charge will be no less than thirty percent (30%) of the list price of the equipment cancelled. In the event BUYER cancels released equipment within sixty (60) days from the scheduled delivery date, the cancellation charge will be no less than twenty percent (20%) of the list price of the equipment cancelled. For the purposes of this paragraph, any delivery delay requested by BUYER will be considered a cancellation unless by written agreement from DGC. No delivery delay requested by BUYER on an order placed under this Agreement will be effective unless covered by an amendment to the order that provides for the payment of any agreed upon costs the delay imposes on DGC and that is signed by a duly authorized representative of DGC."

"WARRANTY - DGC equipment is warrantied under this O.E.M. agreement to be free from manufacturing and material defects for a period of 30 days after delivery. Under this warranty, equipment purchased from DGC which becomes defective will be repaired by DGC at the DGC plant in Southboro, Massachusetts, the cost of freight to be borne by the Purchaser.

In addition, DGC equipment sold under this O.E.M. agreement is warrantied for a supplementary 30 days after the O.E.M.'s end user's equipment of which DGC's is a component is delivered. Such delivery must occur within six months of original delivery and the O.E.M. BUYER must notify DGC of date of shipment of equipment to the end user within five days of the date of said shipment in order that this warranty be in effect. Under this warranty, equipment purchased from DGC which becomes defective will be repaired at the DGC plant in Southboro, Massachusetts, the cost of freight to be borne by the Purchaser.

The only exceptions to this warranty are Teletypes<sup>R</sup> manufactured by Teletype Corporation. Teletypes are warrantied by DGC for 30 days while this equipment is in the possession of the O.E.M. BUYER."

BUYER further agrees to the following terms:

1. BUYER may only market DGC computers and associated equipment as part of a larger system or with the addition of proprietary software under its own trademarks and trade names. BUYER may remove, at no cost to DGC, any DGC trademark, trade name or other identification from any equipment purchased hereunder. DGC agrees to omit such identification, without any price reduction and at such additional expense to BUYER as is involved for DGC.

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<sup>R</sup>Teletype is a registered trademark of Teletype Corporation, Skokie, Illinois.

2. If BUYER reconstructs or makes changes in equipment delivered to it hereunder, DGC may require that BUYER remove, at BUYER's expense, any DGC trademark, trade name, or other identification from such equipment.
3. All DGC products are subject to the discount with the exception of equipment not manufactured by Data General Corporation. Non-discountable items include, but are not limited to, peripheral devices not manufactured by DGC.
4. Purchase orders for all DGC products to be discounted under this agreement must be received by DGC with sufficient lead time so that normal delivery can be scheduled by DGC during the effective period of this agreement. No delivery will be scheduled until a binding Purchase Order is received from the BUYER at DGC, Southboro, Massachusetts.
5. Discounts under this agreement will be forfeited by BUYER with respect to equipment for which payment is not received by DGC within thirty (30) days after delivery.
6. Additions to configurations already on order must be placed as an additional purchase order under this agreement. Any addition to a given configuration may necessitate a delay in the scheduled date of delivery.
7. DGC's Standard Terms and Conditions (Form 100) as amended by this agreement shall apply to any orders released against this Discount Agreement.
- 8A. Under the BLANKET QUANTITY DISCOUNT AGREEMENT, the BUYER will receive discounts on each discountable product type based on the number of product types ordered at the time of the agreement for delivery during the effective period of this agreement. The initial release for delivery under this agreement must be for at least twenty percent (20%) of the number of products required under this agreement for delivery during the first three (3) months of this agreement. If the BUYER fails to release forty percent (40%) of the products required under this agreement for delivery during the first six months of this agreement, the discounts for the equipment that has been delivered shall be recalculated, using the actual quantities delivered. If the BUYER fails to release one hundred percent (100%) of the products required under this agreement for delivery during the term of this agreement, the discounts for the equipment that has been delivered shall be recalculated, using the actual quantities delivered. If (1) the BUYER cancels any orders for equipment that has been released, but not delivered or if (2) the BUYER requests any delay in the scheduled delivery dates for any equipment that has been released, then the discounts for the equipment that has been delivered shall be recalculated, using the actual quantities delivered. Unearned discounts will be billed back, with interest at the rate of 1% per month (computed from the due date of each invoice previously issued and the bill-back date).

OR

- 8B. Under the CUMULATIVE DISCOUNT AGREEMENT the BUYER will receive discounts on each discountable product type based on the cumulative number of each product type he has on order for delivery during the effective period of this agreement. The price of each product type (at the appropriate

discount) is computed by discounting each as each Purchase Order is received. The placement of additional orders does not reduce the price of previously received orders. Under the terms of the CUMULATIVE DISCOUNT AGREEMENT, the BUYER does not become liable for a bill-back for unapplicable discount. The appropriate cumulative discount is applied as each system is invoiced.

The discount agreement herein entered shall be governed by DGC's Discount Schedule Form 202A, dated \_\_\_\_\_. This agreement shall be \_\_\_\_\_ (Cumulative or Blanket) as described above in paragraph \_\_\_\_\_.

This agreement is made in, governed by, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

\_\_\_\_\_  
(BUYER)

DATA GENERAL CORPORATION  
(DGC)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, 19\_\_

\_\_\_\_\_, 19\_\_



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## DATA GENERAL CORPORATION PROGRAM LICENSE AGREEMENT

**DATA GENERAL CORPORATION**, Route 9, Southboro, Massachusetts 01772, (hereinafter referred to as "LICENSOR"), agrees to grant and

(hereinafter referred to as "LICENSEE"), agrees to accept, on the following terms and conditions, for valuable consideration the sufficiency of which is acknowledged hereby, a non-exclusive license to use each Licensed Program on Designated Equipment as set forth in this Agreement and any Schedule thereto.

**1. DEFINITIONS** — The following terms are defined for the purposes of this Agreement as follows:

- a. "Licensed Program" shall be each program enumerated in Part I of any schedule to this Agreement including basic and related materials pertinent to said program, including source tapes and listings, in machine readable or printed form, and any updated program or program portion hereinafter furnished to LICENSEE by LICENSOR in connection with a Licensed Program.
- b. "Designated Equipment" shall be the equipment enumerated in Part II of any schedule to this Agreement opposite an enumeration of any Licensed Program in Part I of any such Schedule.
- c. "Use" means copying any portion of any Licensed Program from storage units or media into equipment for processing, or using any Licensed Program in the course of the operation of any Licensed Program in printed form in support of the use of any Licensed Program.

**2. TERM** — This Agreement is effective from the date of execution of this Agreement by LICENSOR. This Agreement and any license granted hereunder may be terminated by LICENSOR if LICENSEE fails to comply with any of the terms and conditions hereof. The license granted herein with regard to each Licensed Program, shall remain in force until LICENSEE discontinues the use of that Licensed Program on the Designated Equipment or until LICENSOR terminates this Agreement or any license by reason of LICENSEE's failure to comply with any of the terms and conditions of this Agreement.

**3. LICENSE** — The license granted under this Agreement authorizes LICENSEE, on a non-exclusive basis, to use any Licensed Program, in any machine readable form, only on the particular Designated Equipment identified in any Schedule to this Agreement. A separate license is required for use of each Licensed Program on equipment other than Designated Equipment. If more than one item of equipment is enumerated as Designated Equipment for a particular Licensed Program on any Schedule, then the license granted hereunder is limited to the use of that Licensed Program in connection with all items of Designated Equipment and no license is granted to use that Licensed Program on less than all of the Designated Equipment.

**4. SUB-LICENSES** — This Agreement is non-transferable except that LICENSEE is hereby authorized to grant a sub-license to use each Licensed Program on Designated Equipment to a purchaser, lessee, or other operator of Designated Equipment authorized by LICENSEE on condition that LICENSEE enter into a sub-license agreement with any sub-licensee utilizing a form of sub-license agreement furnished by LICENSOR (Form 502) and specifically identifying therein each sub-licensed Licensed Program and the associated Designated Equipment. One copy of each such sub-license agreement shall be furnished to LICENSOR no later than thirty (30) days after the execution thereof. No sub-license may be granted hereunder for a Licensed Program for use on less than all of the Designated Equipment.

**5. COPIES** — Any Licensed Program which is provided by LICENSOR in printed form pursuant to this Agreement shall not be copied, in whole or in part, by LICENSEE. Additional copies of printed materials may be licensed from LICENSOR at the charges then in effect.

Any Licensed Program provided in machine readable form, pursuant to this Agreement, may be copied by LICENSEE, in whole or in part, in printed or machine readable form, for LICENSEE's use only, provided, however, that no more than five printed copies and five machine readable copies will be in existence under a license with respect to any Licensed Program at any time without prior written consent from LICENSOR, other than copies resident in Designated Equipment itself and copies created and used solely for check point and/or restart purposes.

The original and any copies of Licensed Programs, in whole or in part, which are made by LICENSEE, shall be the property of LICENSOR. LICENSEE may modify any Licensed Program in machine readable forms for its own use and merge it into other program material to form an updated work, provided that, upon termination of the license for such Licensed Program, the Licensed Program will be completely removed from the updated work and treated as if permission to modify had never been granted. Any portion of the Licensed Program included in an updated work shall be used only on Designated Equipment, and shall remain subject to all other terms of this Agreement. LICENSEE agrees to reproduce and include **DATA GENERAL CORPORATION's** copyright notice on any copies, in whole or in part, in any form, including partial copies and modifications of Licensed Program.

**6. PROTECTION OF LICENSED PROGRAM** — LICENSEE agrees not to provide or otherwise make available any Licensed Program, including but not limited to flow charts, logic diagrams and source codes, in any form, to any person other than LICENSEE's or LICENSOR's employees without prior consent from LICENSOR, except during the period any such person is on LICENSEE's premises with LICENSEE's permission for purposes specifically related to LICENSEE's use of the Licensed Program. LICENSEE agrees that he will take appropriate action by instruction, agreement, or otherwise with his employees or other persons permitted access to Licensed Program to satisfy his obligations under this Agreement with respect to use, copying, modification, and protection and security of Licensed Programs.

**7. TERMINATION** — Within thirty (30) days after LICENSEE has discontinued the use of any Licensed Program or within five (5) days after LICENSOR has terminated any license by reason of LICENSEE's failure to comply with any of the terms of this Agreement, LICENSEE will certify, in writing, to LICENSOR, that through his best efforts, and to the best of his knowledge, the original and all copies, in whole or in part, in any form, including partial copies and modifications, of the discontinued or terminated Licensed Program or Programs have been destroyed, except that, upon prior written authorization from LICENSOR, LICENSEE may retain a copy for archive purposes only.

**8.** The provisions of this Agreement shall control over the terms of any present or future order from LICENSEE. Acceptance by LICENSEE of any Licensed Program or optional materials, such as source tapes or listings, from LICENSOR shall be deemed conclusive evidence of LICENSEE's agreement that the license for such Licensed Program or optional materials is governed by this Agreement.

**9.** If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted.

**10.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

DATA GENERAL CORPORATION

BY \_\_\_\_\_  
AUTHORIZED SIGNATURE

NAME

TITLE

DATE: \_\_\_\_\_

LICENSEE

BY \_\_\_\_\_  
AUTHORIZED SIGNATURE

NAME

TITLE

DATE: \_\_\_\_\_

FORM 501  
REV. 1



DATA GENERAL  
CORPORATION

Southboro,  
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(617) 485-9100

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#### PROGRAM AVAILABILITY

A listing of programs and their associated minimum configurations which are available at no charge under a Program License Agreement (Form 500). All prices and configuration are subject to change without notice.

April 1, 1971

FORM 501  
REV. 1

Program Identification	Programs Are Available, Under a Program License Agreement (Form 500), At No Charge With The Following Minimum Equip- ment Configurations	Program Charge (Per Licensed Use) For Any Configuration That Is Less Than Minimum
3031 Basic Set of Software Writeups	Any Nova Line CPU With 4K of Read/Write Memory; 4007;	\$1,000.
3032 Basic Set of Software Tapes	4010. (Form 511)	
3087 Runtime Librar- ies		
3088 Stand Alone Operating Sys- tem Library		
3090 Algol Library	Any Nova Line CPU With 8K of Read/Write Memory; 4007; 4010	
3091 Extended As- sembler	or 4023; Model 4010 or 4023 Teletype. (Form 503)	
3092 Relocatable Loaders		
3101 Relocatable Math Packages and Utilities		\$1,000.
3086 Stand Alone Fortran IV Compiler	Any Nova Line CPU With 12K of Read/Write Memory; 4007; 4010 or 4023; Model 4010 or 4023 Teletype. (Form 504)	
3089 Stand Alone Algol Compiler		\$3,000.
3095 Disk Operating System (DOS)	Any Nova Line CPU With 12K of Read/Write Memory; 4007; 4010 or 4023; 4011; 4011B; 4019; and 4019A, B or C. (Teletype Control, H.S. Reader and Control, Disk Control and At Least 64K of Disk.); Model 4010 or 4023 Tele- type. (Form 505)	\$2,500.



FORM 501  
REV. 1

Program Identification	Programs Are Available, Under a Program License Agreement (Form 500), At No Charge With The Following Minimum Equip- ment Configurations	Program Charge (Per Licensed Use) For Any Configuration That Is Less Than Minimum
3096 DOS Version of Fortran IV Com- piler	Any Nova Line CPU With 16K of Read/Write Memory; 4007; 4010 or 4023; 4011; 4011B; 4019; and 4019B or 4019C. (Teletype Con- trol, H.S. Reader and Control, Disk Control and At Least 128K of Disk.); Model 4010 or 4023 Teletype. (Form 506)	\$1,000.
3097 DOS Version of Algol Compiler		
3098 Magnetic Tape Driver for DOS	All Requirements Under 3095 (DOS) Plus an Additional 4K of Memory; Type 4030 Control and Either 4030B or 4030D or 4030E 9-Track Tape Transport. (Form 507)	\$2,000.
3099 Time Shared Basic	Nova or Supernova With 8K of Read/Write Memory; Type 4026 Multiplexer; 4027 or 4028 Interface; 4051 or 4052 Junction Box. (Form 508)	\$1,500.
3099 Time Shared Basic	Nova 1200 or Nova 800 With 8K of Read/Write Memory; Type 4026 Multiplexer; 4027 or 4028 Interface; 4051 or 4052 Junction Box; Three (3) Type 4010E Teletypes. (Form 509)	\$1,500.
	If All Requirements Except The Three Type 4010E Teletypes Are Met (\$200 Credit Will Be Given For Each 4010E Teletype Purchased. \$100 Credit For Each 4009 Modifi- cation Kit Purchased).	\$600.
3100 Real Time Operating System (RTOS)	Any Nova Line CPU With 4K of Memory; Type 4007 and Type 4008 Real Time Clock. (Form 510)	\$500.



FORM 501  
REV. 1

<u>Program Identification</u>	<u>Programs Are Available, Under a Program License Agreement (Form 500), At No Charge With The Following Minimum Equipment Configurations</u>	<u>Program Charge (Per Licensed Use) For Any Configuration That Is Less Than Minimum</u>
3149 4K Datapoint	Any Nova Line CPU With 4K of Memory; 4007; 4010 or 4023; Model 4010 or 4023 Teletype. (Form 512)	\$500.
3150 8K Datapoint	Any Nova Line CPU With 8K of Memory; 4007; 4010 or 4023; Model 4010 or 4023 Teletype. (Form 513)	\$750.